

Form PTO-1594

(rev 06/04)

# RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U. S. Department of Commerce  
Patent and Trademark Office

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below:

## 1. Name of conveying party(ies)/Execution Date(s):

**WideOpenWest Finance, LLC**

☐ Individual(s)      ☐ Association  
☐ General Partnership      ☐ Limited Partnership  
☐ Corporation  
☒ Other **Limited Liability Company**

Citizenship **Delaware**

Execution Date(s) **May 1, 2006**

Additional name(s) of conveying party(ies) attached? ☒ Yes ☐ No

## 3. Nature of conveyance:

☐ Assignment      ☐ Merger  
☐ Security Agreement      ☐ Change of Name  
☐ Government Interest Assignment  
☒ Other **First Lien Trademark Security Agreement**

## 2. Name and Address of receiving party(ies)

Additional name(s) & address(es) attached? ☐ Yes ☒ No

Name: **Credit Suisse, Cayman Islands Branch**

Internal Address: \_\_\_\_\_

Street Address: **Eleven Madison Avenue**

City: **New York**

State: **New York**

Country: **USA**      Zip: **10010**

☐ Association – Citizenship \_\_\_\_\_

☐ General Partnership – Citizenship \_\_\_\_\_

☐ Limited Partnership – Citizenship \_\_\_\_\_

☐ Corporation – Citizenship \_\_\_\_\_

☒ Other **Bank**

Citizenship **Switzerland**

If assignee is not domiciled in the United States, a domestic representative designation is attached ☐ Yes ☐ No.

## 4. Application number(s) or registration number(s):

A. Trademark Application No(s).

76391520      76391521      76391634  
78497799

B. Trademark Registration No(s).

2629840      2608889      2590815  
2623311      2574712      2619865  
2665321      2699308      2745619  
2634172

Additional numbers attached? ☐ Yes ☒ No

## 5. Name and address of party to whom correspondence concerning document should be mailed:

Bruce Goldner, Esq.  
 SKADDEN, ARPS, SLATE, MEAGHER  
 & FLOM LLP  
 Four Times Square  
 New York, New York 10036  
 Tel: (212) 735-2972  
 Fax: (917) 777-2972  
 bgoldner@skadden.com

## 6. Total number of applications and registrations involved:

# **14**

## 7. Total fee (37 CFR 1.21(h) and 3.41) **\$365**

☒ All fees and any deficiencies are authorized to be charged to Deposit Account  
 (Our Ref. ) **217730-1906**

## 8. Payment Information

Deposit Account No. **19-2385**

Authorized user Name: **Evans Richardson**

## 9. Signature.



Signature

**Bruce Goldner**

Name of Person Signing

**August 16, 2006**

Date

Total number of pages including cover sheet, and documents:

# **7**

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CONTINUATION OF Item 1. Names of Additional Conveying Parties

**WideOpenWest Networks, LLC**

☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☐ Corporation  
☒ Other Limited Liability Company

Citizenship Delaware

Execution Date(s) May 1, 2006

TRADEMARK SECURITY AGREEMENT  
(First Lien)

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of May 1, 2006, is entered into by and between WideOpenWest Finance, LLC, WideOpenWest Networks, LLC, each a Delaware limited liability company, each located at 7807 East Peakview Avenue, Suite 400, Englewood, Colorado 80111 (together, the "Grantors"), and Credit Suisse, Cayman Islands Branch, a Swiss bank located at Eleven Madison Avenue, New York, New York 10010, as Administrative Agent pursuant to that certain Security Agreement, dated as of May 1, 2006, between the Administrative Agent and Grantor, amongst others (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), and pursuant to that certain Credit Agreement, dated as of May 1, 2006 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among WideOpenWest Finance, LLC, the Parent Guarantors signatory thereto, the lending institutions from time to time party thereto and the Administrative Agent. Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Security Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Security Agreement, each Grantor is granting a security interest to the Administrative Agent in certain Collateral, including but not limited to the Trademarks set forth on Schedule A hereto.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor and the Administrative Agent hereby agree as follows:

1. Grant of Security Interest

(a) Each Grantor hereby bargains, sells, conveys, assigns, sets over, mortgages, pledges, hypothecates, transfers and grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in the Trademarks (as defined in the Security Agreement), whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations. The foregoing security interest shall include, without limitation, all trademarks referred to on Schedule A, and the right to obtain all renewals thereof, but shall in no case extend to any trademark applications filed in the United States Patent and Trademark Office on the basis of any Grantor's intent to use such trademark, unless and until acceptable evidence of use of such trademark has been filed with the United States Patent and Trademark Office pursuant to Section 1(c) or 1(d) of the Lanham Act (15 U.S.C., et. seq.), to the extent that granting a security interest in such application prior to such filing would adversely affect the validity or enforceability or result in cancellation of such trademark application.

(b) The security interest granted hereby is granted concurrently and in conjunction with the Security Interest granted to the Administrative Agent under the Security Agreement. The rights and remedies of the Administrative Agent with respect to the security interest granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference as if fully set forth herein, and are in addition to those rights and remedies which are now or hereafter available to the Administrative Agent as a matter of law or equity. The exercise by the Administrative Agent of any one or more of the

rights, powers or privileges provided for in this Agreement, in the Security Agreement, or now or hereafter existing at law or in equity shall not preclude any other or further exercise by any person, including the Administrative Agent, of any or all other rights, powers or privileges. In the event that any of the provisions of this Agreement are in conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Credit Agreement.

3. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

4. Recordation

Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks record this Agreement.

5. Termination; Release of Security Interest

Upon termination of the Security Interest in Trademarks in accordance with the Security Agreement, the Administrative Agent shall execute, acknowledge, and deliver to each Grantor, at such Grantor's expense, an instrument in writing in recordable form releasing the security interest in the Trademarks under this Agreement. Any execution and delivery of termination statements, releases or other documents pursuant to this Section 5 shall be without recourse to, or warranty by, the Administrative Agent or any other Secured Party.

6. Counterparts

This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

*[Signature Page Follows]*

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

WIDOPENWEST FINANCE, LLC  
WIDOPENWEST NETWORKS, LLC

By: 

Name: Steven Cochran  
Title: CFO

[First Lien Trademark Security Agreement]

426644

TRADEMARK  
REEL: 003371 FRAME: 0484

## ADMINISTRATIVE AGENT:

CREDIT SUISSE, CAYMAN ISLANDS  
BRANCH, as Administrative AgentBy: 

Name:

PHILLIP HO  
DIRECTOR

Title:

By: 

Name:

KARIM BLASETTI  
ASSOCIATE

Title:

[First Lien Trademark Security Agreement]

426644

TRADEMARK  
REEL: 003371 FRAME: 0485

## Schedule A to TRADEMARK SECURITY AGREEMENT

| Mark                        | Reg. No. / Ser. No. | Date Registered / Filed | Grantor                    |
|-----------------------------|---------------------|-------------------------|----------------------------|
| WIDEOPENWEST                | 2629840 / 75/932818 | 10/8/2002 / 2/25/2000   | WideOpenWest Networks, LLC |
| WIDEOPENWEST logo           | 2608889 / 76/142329 | 8/20/2002 / 10/9/2000   | WideOpenWest Networks, LLC |
| Orange Square symbol        | 2590815 / 76/142328 | 7/9/2002 / 10/9/2000    | WideOpenWest Networks, LLC |
| BRINGING BROADBAND HOME     | 2623311 / 76/142468 | 9/24/2002 / 10/6/2000   | WideOpenWest Networks, LLC |
| WIDEOPENINTERNET            | 2574712 / 76/142430 | 5/28/2002 / 10/6/2000   | WideOpenWest Networks, LLC |
| WIDEOPENCABLE               | 2619865 / 76/142331 | 9/17/2002 / 10/9/2000   | WideOpenWest Networks, LLC |
| WIDEOPENTELEPHONE           | 2665321 / 76/142330 | 12/24/2002 / 10/9/2000  | WideOpenWest Networks, LLC |
| WIDEOPENMOVIES              | 2699308 / 76/142698 | 3/25/2003 / 10/9/2000   | WideOpenWest Networks, LLC |
| WIDE OPEN                   | 2745619 / 75/932817 | 8/5/2003 / 2/25/2000    | WideOpenWest Networks, LLC |
| THE FUTURE IS NOW WIDE OPEN | 2634172 / 76/142326 | 10/15/2002 / 10/9/2000  | WideOpenWest Networks, LLC |
| WOW! CABLE                  | 76/391520           | 04/04/2002              | WideOpenWest Networks, LLC |
| WOW! INTERNET               | 76/391521           | 04/04/2002              | WideOpenWest Networks, LLC |
| WOW! PHONE                  | 76/391634           | 04/04/2002              | WideOpenWest Networks, LLC |
| IT'S BETTER TO BUNDLE       | 78/497799           | 10/11/2004              | WideOpenWest Finance, LLC  |